

09-10-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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101837502

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Fleet National Bank

09/04/01

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☐ Corporation-State  
☒ Other National Association

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Change of Agent of Security Agreement

Execution Date: June 29, 2001

## 2. Name and address of receiving party(ies)

Name: Credit Lyonnais New York Branch

Internal

Address: \_\_\_\_\_

Street Address: 1301 Avenue of the AmericasCity: New York State: NY Zip: 10019

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership  
☐ Limited Partnership  
☐ Corporation-State  
☒ Other licensed under New York Banking Law

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75 511108

POTENCY PASS

B. Trademark Registration No.(s)

2,369,226

C-MEAL

Additional number(s) attached ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian J. HubbardInternal Address: Haynes and Boone, LLP

Suite 3100

TDIAZI 00000154 75511108

40.00 DP

675.00 DP

Street Address: 901 Main StreetCity: Dallas State: TX Zip: 752026. Total number of applications and registrations involved: 287. Total fee (37 CFR 3.41).....\$ 715.00

- ☒ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

08-1394

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian J. Hubbard

Name of Person Signing

Brian J. Hubbard  
SignatureAug. 30, 2001  
Date

14

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 2023109/07/2001  
01 FC:481  
02 FC:482

D912851.1

DOCKET NO.: 9794.414

TRADEMARK  
REEL: 002363 FRAME: 0891

## Recordation Cover Sheet (Page 2)

## 4A. (continued)

U.S. Serial No.	Mark
75 510650	SEA MEAL
75 511239	SWEET PASS
75 511109	AQUA PLUS
75 424531	C-FOOD
75 195858	NEW AGE
75 195857	GREEN STAR
75 195856	RECHOICE
75 081421	QUALITY BEEF PRODUCTS
75 081373	QBP
74 694581	TRAPPER ONE
74 359706	BEEF BOSS
74 359705	HI EN
74 359702	SWINE BOSS

## 4B. (continued)

U.S. Reg. Number	Mark
2,342,415	DARLING RESTAURANT SERVICES
2,344,569	THE GREASE TEAM
2,241,902	PEPTIDE PLUS
2,204,928	Triangle and Design
2,173,792	ESTEEM
2,182,756	PROMEAL
2,345,825	CLEAN STAR
2,076,211	CLEAN STAR 2000
2,149,597	BOSS HOG
2,144,802	DAIRY BOSS
1,705,424	TORVAC
517,063	Triangle and Design
118,391	DARLING

**COLLATERAL MASTER ASSIGNMENT AND  
AMENDMENT TO SECURITY INSTRUMENTS**

**THIS COLLATERAL MASTER ASSIGNMENT AND AMENDMENT TO SECURITY INSTRUMENTS** (this "**Agreement**") dated effective as of June 29, 2001, is entered into by and among DARLING INTERNATIONAL INC., a Delaware corporation ("**Borrower**"), FLEET NATIONAL BANK (successor by merger to BankBoston, N.A.), in its capacity as the existing Agent for the Banks under the Credit Agreement (in such capacity, the "**Resigning Agent**"), and CREDIT LYONNAIS NEW YORK BRANCH, a duly licensed branch under the New York Banking Law of a foreign banking corporation organized under the laws of the Republic of France, in its capacity as successor agent for the Banks (in such capacity, "**Successor Agent**").

**RECITALS**

A. Borrower, Banks, the Co-Agents named therein, and Resigning Agent are parties to that certain Amended and Restated Credit Agreement dated as of January 22, 1999 (as amended, supplemented, modified, or restated, the "**Credit Agreement**").

B. Resigning Agent, Successor Agent, Borrower, and the Banks entered into an agreement (as amended, supplemented, modified, or restated the "**Forbearance Agreement**") on June 29, 2001, to, among other things, (i) accept the resignation of the Resigning Agent as "**Agent**" under the Credit Agreement, (ii) accept the appointment of the Successor Agent as "**Agent**" under the Credit Agreement, (iii) formalize the transition between Resigning Agent and Successor Agent, and (iv) forbear from exercising their remedies under the Credit Agreement and other Loan Documents for certain Defaults as more fully described in the Forbearance Agreement.

C. In order to further clarify the transition arrangements between Resigning Agent and Successor Agent and properly reflect the change of Agent with respect to the Collateral and all of the security instruments executed in connection with the Credit Agreement, including without limitation, the Borrower Security Agreement, the Subsidiary Security Agreement, the Mortgages, the deeds of trust, the financing statements, control agreements, the certificates of title, the Additional Loan Documents (as defined in the Forbearance Agreement), and all other security instruments executed in favor of the Banks or Resigning Agent for the benefit of the Banks (as the same may have been heretofore amended, supplemented, or modified, or restated, collectively, as the "**Security Instruments**"), Resigning Agent, Successor Agent, Borrower, and the Banks desire to enter into this Agreement to, among other things, (i) confirm the assignment of all rights, titles, and interests of Resigning Agent to Successor Agent in and to all of the Collateral and the Security Instruments, and (ii) to amend all of the Security Instruments, and to reflect Successor Agent as the secured party and holder of the Liens, for the benefits of the Banks, on the Collateral to reflect this assignment of interest by Resigning Agent to Successor Agent.

NOW, THEREFORE, in consideration of the mutual benefits hereunder and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the parties hereto agree as follows:

1. **Terms and References.** Unless otherwise stated in this Agreement (a) terms defined in the Credit Agreement have the same meanings when used in this Agreement, and (b) references to "**Sections**" are to the Credit Agreement's sections.

2. **Assignment.** The rights of Resigning Agent as secured party under the Credit Agreement for the benefit of the Secured Parties in the Collateral and the Security Instruments, including, without limitation, the Security Instruments listed on *Exhibits A, B, C, D, E, F, and G* attached hereto, are hereby irrevocably assigned to Successor Agent for the benefit of the Secured Parties (the "**Assignment**").

3. **Amendments to the Security Instruments.**

(a) **Amendment to the Borrower Security Agreement.** The Borrower Security Agreement is hereby amended and modified as necessary to provide that any and all references to "**Agent**" therein shall mean "***Credit Lyonnais New York Branch, a duly licensed branch under the New York Banking Law of a foreign banking corporation organized under the laws of the Republic of France, in its capacity as agent for the Secured Parties.***" In addition, any and all of the terms and provisions of the Borrower Security Agreement are hereby amended and modified wherever necessary, even though not specifically addressed herein, so as to conform to the Assignment.

(b) **Amendment to the Subsidiary Security Agreement.** The Subsidiary Security Agreement is hereby amended and modified as necessary to provide that any and all references to "**Agent**" therein shall mean "***Credit Lyonnais New York Branch, a duly licensed branch under the New York Banking Law of a foreign banking corporation organized under the laws of the Republic of France, in its capacity as agent for the Secured Parties.***" In addition, any and all of the terms and provisions of the Subsidiary Security Agreement are hereby amended and modified wherever necessary, even though not specifically addressed herein, so as to conform to the Assignment.

(c) **Amendment to all other Security Instruments.** Each other Security Instrument, including, without limitation, each of the Security Instruments listed on *Exhibits A, B, C, D, E, F, and G* attached hereto, is amended and modified as necessary to provide that any and all references in such Security Instrument to "***secured party,***" "***agent,***" "***beneficiary,***" or "***mortgagee***" or similar term shall mean, as applicable, "***Credit Lyonnais New York Branch, a duly licensed branch under the New York Banking Law of a foreign banking corporation organized under the laws of the Republic of France, in its capacity as agent for Secured Party.***" In addition, any and all of the terms and provisions of each Security Instrument are hereby amended and modified wherever necessary, even though not specifically addressed herein, so as to conform to the Assignment.

4. **Resigning Agent as Named Nominee of Successor Agent.** Resigning Agent acknowledges that it is probable that certain Security Instruments will not be formally recognized as having been amended or modified by the appropriate Governmental Authorities prior to August 31, 2001. As a result, notwithstanding **Article V** of the Forbearance Agreement, Resigning Agent consents and agrees to act as the named nominee for Successor Agent under any Security Instrument that names Resigning Agent as the secured party or agent (in any form or manner) for the Banks or Secured Parties, for the limited purpose of performing ministerial acts, at the direction of Successor Agent, as may be reasonably required to facilitate the amendment and modification of certain Security Instruments. Resigning Agent shall act as the named nominee of Successor Agent under each such Security Instrument until the necessary amendments and modifications have been made and/or approved and filed of record by the appropriate Governmental Authority to reflect that Successor Agent is the successor secured party and agent for the Secured Parties. Any and all such actions taken by Resigning Agent as the named nominee of Successor Agent shall be entitled to the benefits of the indemnities provided by the Secured Parties as described in **Section 5.3** of the Forbearance Agreement and the indemnities provided by the Borrower pursuant to **Section 9.7(b)** of the Forbearance Agreement and **Section 14.2** of the Credit Agreement.

5. **Ratifications.** Borrower (a) ratifies and confirms all provisions of the Credit Agreement and the other Loan Documents as amended by this Agreement, (b) ratifies and confirms that all Liens granted, conveyed, or assigned to Agent in favor of the Banks and/or the other Secured Parties under the Loan Documents are not released, reduced, or otherwise adversely affected by this Agreement and continue to secure full payment and performance of the present and future Obligations, and (c) agrees to perform such acts and duly authorize, execute, acknowledge, deliver, file, and record such additional documents and certificates as Successor Agent may request in order to create, perfect, preserve, and protect those Liens.

6. **Representations.** Borrower represents and warrants to Successor Agent and Resigning Agent that as of the date of this Agreement: (a) this Agreement and other documents to be delivered under this Agreement (collectively the "**Assignment Documents**") have been duly authorized, executed, and delivered by Borrower; (b) Borrower has all requisite authority and power to execute, deliver, and perform its obligations under the Assignment Documents, which execution, delivery, and performance have been duly authorized by all necessary corporate action, and no action of, or filing with, any Governmental Authority is required to authorize, or is otherwise required in connection with, the execution, delivery, and performance by Borrower of the Assignment Documents and the Loan Documents; (c) the Loan Documents, as amended by the Assignment Documents, are valid and binding upon Borrower and are enforceable against Borrower in accordance with their respective terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights and general principles of equity; (d) the execution, delivery, and performance by Borrower of the Assignment Documents do not require the consent of any other Person and do not and will not constitute a violation of any laws, agreements, or understandings to which Borrower is a party or by which Borrower is bound; and (e) Borrower has no Significant Subsidiaries.

7. **Continued Effect.** Except to the extent amended, all terms, provisions and conditions of the Credit Agreement, the Security Instruments, and the other Loan Documents, and all documents executed in connection therewith shall continue in full force and effect and shall remain enforceable and binding in accordance with their respective terms.

8. **Conditions Precedent.** This Agreement shall not be effective unless and until: (a) Successor Agent receives counterparts of the Assignment Documents executed by Borrower and Resigning Agent; and (b) the representations and warranties in this Agreement are true and correct in all material respects on and as of the date of this Agreement.

9. **Counterparts.** This Agreement may be executed in several counterparts, all of which are identical, *except* that, (a) to facilitate recordation, certain counterparts of this Agreement may include only that portion of the Exhibits which contain descriptions of the properties located in, recordation information for Liens filed in, or otherwise subject to the recording or filing requirements and/or protections of the recording or filing acts or regulations of the recording jurisdiction in which the particular counterpart is to be recorded, and other portions of the Exhibits shall be included in such counterparts by reference only, (b) only those counterparts hereof being retained by Resigning Agent and Successor Agent or otherwise containing counterpart descriptions of Assets located in (or otherwise subject to recording or filing requirements and/or protections of the recording or filing acts or regulations of) the State of Louisiana are executed by Resigning Agent, and (c) the execution of this Agreement by Resigning Agent or Borrower may not be witnessed on those counterparts of this Agreement containing descriptions of Assets located in states where witnesses are not required and/or encouraged by applicable law. All of such counterparts together shall constitute one and the same instrument. Complete copies of this Agreement containing all the Exhibits referenced herein have been retained by Resigning Agent, Successor Agent, and Borrower.

**10. Miscellaneous.** Unless stated otherwise (a) the singular number includes the plural and *vice versa* and words of any gender include each other gender, in each case, as appropriate, (b) headings and captions may not be construed in interpreting provisions, (c) this Agreement must be construed -- and its performance enforced -- under Texas law, (d) if any part of this Agreement is for any reason found to be unenforceable, all other portions of it nevertheless remain enforceable, (e) this Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document, and all of those counterparts must be construed together to constitute the same document, (f) terms "include" and "including" mean "include without limitation" and "including without limitation", respectively, and are not intended to limit the generality of any description preceding that word, and (g) references to any Law include every amendment or supplement to it, rule and regulation adopted under it, and successor or replacement for it.

**11. ENTIRETIES. EACH SECURITY INSTRUMENT AS AMENDED BY THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES ABOUT THE SUBJECT MATTER OF SUCH SECURITY INSTRUMENT AS AMENDED BY THIS AGREEMENT AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

**12. Parties.** This Agreement binds and inures to Borrower, Successor Agent, Resigning Agent, and their respective successors and permitted assigns.

*Remainder of Page Intentionally Left Blank  
Signature Pages to Follow*

EXECUTED as of the date first stated above.

**BORROWER:**

DARLING INTERNATIONAL INC.

By: Brad Phillips  
Brad Phillips, Treasurer

**SUCCESSOR AGENT:**

CREDIT LYONNAIS NEW YORK BRANCH,  
as Successor Agent for the Banks

By: \_\_\_\_\_  
James B. Hallock, Vice President

**RESIGNING AGENT:**

FLEET NATIONAL BANK (successor by  
merger to BankBoston, N.A.), as Resigning  
Agent for the Banks

By: \_\_\_\_\_  
Michael S. Haines, Senior Vice President

**SIGNATURE PAGE**

EXECUTED as of the date first stated above.

**BORROWER:**

DARLING INTERNATIONAL INC.

By: \_\_\_\_\_  
Brad Phillips, Treasurer

**SUCCESSOR AGENT:**

CREDIT LYONNAIS NEW YORK BRANCH,  
as Successor Agent for the Banks

By:  \_\_\_\_\_  
James B. Hallock, Vice President

**RESIGNING AGENT:**

FLEET NATIONAL BANK (successor by  
merger to BankBoston, N.A.), as Resigning  
Agent for the Banks

By: \_\_\_\_\_  
Michael S. Haines, Senior Vice President

**SIGNATURE PAGE**



EXECUTED as of the date first stated above.

**BORROWER:**

DARLING INTERNATIONAL INC.

By: \_\_\_\_\_

Brad Phillips, Treasurer

**SUCCESSOR AGENT:**

CREDIT LYONNAIS NEW YORK BRANCH,  
as Successor Agent for the Banks

By: \_\_\_\_\_

James B. Hallock, Vice President

**RESIGNING AGENT:**

FLEET NATIONAL BANK (successor by  
merger to Bank Boston, N.A.), as Resigning  
Agent for the Banks

By: \_\_\_\_\_

  
Edward J. Walsh, Senior Vice President

**SIGNATURE PAGE**

**EXHIBIT G****INTELLECTUAL PROPERTY****United States Patents**

<b>U.S. Patent number</b>	<b>Issue date</b>
5,812,060	Sept. 22, 1998
5,609,193	March 11, 1997
5,543,050	Aug. 6, 1996
5,492,630	Feb. 20, 1996
5,437,785	August 1, 1995
5,433,846	July 18, 1995
5,310,485	May 10, 1994
5,151,177	Sept. 29, 1992
5,129,269	Jul. 14, 1992
4,361,590	Nov. 30, 1982
4,232,425	Nov. 11, 1980

**United States Trademarks**

<b>Mark</b>	<b>U.S. Serial No.</b>	<b>U.S. Reg. Number</b>
POTENCY PASS	75 511108	
SEA MEAL	75 510650	
C-MEAL	75 471207	2,369,226
SWEET PASS	75 511239	
DARLING RESTAURANT SERVICES	75 511204	2,342,415
AQUA PLUS	75 511109	
THE GREASE TEAM	75 510949	2,344,569
C-FOOD	75 424531	
PEPTIDE PLUS	75 270633	2,241,902
Triangle and Design	75 245176	2,204,928
ESTEEM	75 195859	2,173,792

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Mark	U.S. Serial No.	U.S. Reg. Number
NEW AGE	75 195858	
GREEN STAR	75 195857	
RECHOICE	75 195856	
PROMEAL	75 126873	2,182,756
QUALITY BEEF PRODUCTS	75 081421	
QBP	75 081373	
CLEAN STAR	74 694582	2,345,825
TRAPPER ONE	74 694581	
CLEAN STAR 2000	74 694578	2,076,211
BOSS HOG	74 608609	2,149,597
BEEF BOSS	74 359706	
HI EN	74 359705	
DAIRY BOSS	74 359703	2,144,802
SWINE BOSS	74 359702	
TORVAC	74 123258	1,705,424
Triangle and Design	71 528556	517,063
DARLING	71 103860	118,391

#### Foreign Trademarks

Mark	Country	Serial No.	Filing date
BOSS HOGG	Argentina	1,597,125	04/24/96
BOSS HOGG	Benelux	575,471	05/02/96
BOSS HOGG	Canada	SN787,059	06/27/95
BOSS HOGG	Chile	500,975	01/12/98
BOSS HOGG	Denmark	06961/1996	12/20/96
BOSS HOGG	France	95/980514	05/13/96
BOSS HOGG	Germany	3,927,762	03/04/96
BOSS HOGG	Gr. Britain	2,025,016	03/01/96
BOSS HOGG	Indonesia	369,678	10/02/96

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Mark	Country	Serial No.	Filing date
BOSS HOGG	Mexico	516,172	01/31/96
BOSS HOGG	Poland	101,270	09/04/98
BOSS HOGG	Russia	147,080	10/16/96
BOSS HOGG	Taiwan	72541	08/16/96
C-MEAL	Mexico	No Serial No. Yet	New application
C-MEAL	Philippines	No Serial No. Yet	New application
C-MEAL	Thailand	No Serial No. Yet	New application
CLEANSTAR	Austria	163,395	04/01/96
CLEANSTAR	Benelux	587,811	12/02/96
CLEANSTAR	Denmark	03024/1997	07/18/97
CLEANSTAR	France	95602102	07/19/96
CLEANSTAR	Germany	39550233	04/09/96
CLEANSTAR	Gr. Britain	2,049,223	12/06/96
CLEANSTAR	Greece	127,640	03/17/98
CLEANSTAR	Ireland	200,963	06/11/98
CLEANSTAR	Italy	RM95C/005929	12/20/95
CLEANSTAR	Japan	4,113,142	02/13/98
CLEANSTAR	Liechtenstein	9698	04/03/96
CLEANSTAR	Monaco	96.16682	02/05/95
CLEANSTAR	Portugal	314,301	09/13/96
CLEANSTAR	Spain	2,003,549	12/20/96
CLEANSTAR	Sweden	312,437	04/26/96
Cleanstar & Design	Switzerland	447,992	01/05/98
CLEANSTAR	Italy	RM95C/005929	12/20/95
DARLING RESTAURANT SERVICES	Canada	No Serial No. Yet	New application
ESTEEM	Canada	SN844,186	05/05/97
ESTEEM	China	1,180,256	06/07/98

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Mark	Country	Serial No.	Filing date
ESTEEM	Egypt	SN106,747	05/05/97
ESTEEM	Indonesia	412,959	06/05/97
ESTEEM	Japan	SN112834/97	05/06/97
ESTEEM	Korea	405,492	06/19/98
ESTEEM	Malaysia	SN97-05509	04/29/97
ESTEEM	Mexico	549,373	05/27/97
ESTEEM	Philippines	SN120,514	05/09/97
ESTEEM	Taiwan	SN86-021753	05/02/97
ESTEEM	Thailand	SN333.854	05/08/97
PEPTIDE PLUS	Canada	SN855.053	09/07/97
PEPTIDE PLUS	China	SN970092164	09/02/97
PEPTIDE PLUS	Egypt	SN108.623	07/26/97
PEPTIDE PLUS	Hong Kong	10773/1998	10/21/98
PEPTIDE PLUS	Indonesia	SND97-19974	09/08/97
PEPTIDE PLUS	Japan	SN153177/97	09/01/97
PEPTIDE PLUS	Korea	424,597	10/09/98
PEPTIDE PLUS	Malaysia	SN97-13765	09/24/97
PEPTIDE PLUS	Mexico	562,438	10/31/97
PEPTIDE PLUS	Philippines	SN125.036	09/24/97
PEPTIDE PLUS	Taiwan	SN86-48943	09/20/97
PEPTIDE PLUS	Thailand	No Serial No. Yet	
PROMEAL	Canada	SN830.370	11/29/96
PROMEAL	Indonesia	403,800	11/07/97
PROMEAL (Class 31)	Mexico	556,525	08/28/97
PROMEAL (Class 5)	Mexico	556,526	08/28/97
PROMEAL	Indonesia	403,800	11/07/97
SEA MEAL	Canada	No Serial No. Yet	New application
THE GREASE TEAM	Canada	No Serial No. Yet	New application

D-930386

**TRADEMARK**  
**REEL: 002363 FRAME: 0903**

Mark	Country	Serial No.	Filing date
TRAPPER ONE	Austria	163,198	03/25/96
TRAPPER ONE	Benelux	587,810	12/02/96
TRAPPER ONE	Denmark	00742/1996	02/02/96
TRAPPER ONE	France	95/602,106	05/31/96
TRAPPER ONE	Germany	39550234	06/13/96
TRAPPER ONE	Gr. Britain	2,049,225	08/23/96
TRAPPER ONE	Ireland	169,156	03/25/97
TRAPPER ONE	Liechtenstein	9699	04.03.96
TRAPPER ONE	Monaco	96.16681	02/21/96
TRAPPER ONE	Portugal	314,300	09/13/96
TRAPPER ONE	Spain	2,003,550	06/05/96
TRAPPER ONE	Sweden	312,436	04/26/96
TRAPPER ONE	Switzerland	442,825	06/20/97

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RECORDED: 09/04/2001

TRADEMARK  
REEL: 002363 FRAME: 0904